



STEM App Challenge

Declaration of Eligibility and Release of Liability Form

Reaffirmation of Representations: I am the individual who submitted the entry materials or I am a fully authorized representative of the Entrant (if the Entrant is an entity). The Entrant and the Entered App fully comply with all eligibility requirements and other provisions of the Official Rules. In preparing the Entered App and entering and participating in the Challenge, the Entrant has complied and will comply in all respects with all applicable laws, regulations, and rules and has not violated nor will violate any agreement or understanding to which it is bound, including any confidentiality, employment, consulting, intellectual property assignment, or licensing agreement. The Entered App consists entirely of Entrant's own original work. Neither, the Entered App nor the duplication, use, display, performance, or distribution of the Entered App will infringe or misappropriate any intellectual property or other proprietary rights of any person or entity.

Release: Entrant agrees to release and hold harmless Host, its parents, subsidiaries, and affiliates, and each of their respective officers, directors, agents, and employees and agents (such as evaluators, sponsors, etc., including but not limited to anyone connected with ADL or this particular Challenge) from any and all responsibility or liability, including but not limited to direct, indirect, incidental, consequential or punitive damages, arising out of or directly or indirectly relating to: (i) any personal injury, death, property (including computer) damage, or other loss or claim of any kind arising from or in connection with the Challenge or any violation of these Official Rules including any damages resulting from personal and business torts, violation of the law or negligence; the Challenge, the iFest or any Entered App; the acceptance, possession, or use of any prize; or any travel required by the Challenge; (ii) any entry or other materials that have been tampered with, that are misdirected, incomplete, incorrect, non-conforming, corrupt, lost, late, or ineligible, or, with respect to mail-in entries or materials, that are sent postage due; and (iii) computer, telephone, cable, satellite, network, hardware, software, or other technical malfunctions or failures; garbled or jumbled transmissions; Internet or website inaccessibility or delays; printing or typographical errors in any Challenge or iFest materials; or any other technical or human errors occurring in connection with the Challenge or iFest. The Challenge Entrant assumes all risk.

Consent to Publicity: Entrant consents to the use of the Entrant's name, photograph and likeness (if an individual), logo (if any), state of residence/domicile, and Entered App for advertising, promotion, marketing, and administration of the Challenge and iFest without additional compensation, to the extent permitted by law. Each entrant further agrees that Host may use any and all information collected through the Challenge, including the Entrant's name and contact information, for marketing or other purposes whether or not related to the Challenge, to the extent permitted by law and Host's privacy policy, which may be found in the official rules and on the Host Website.

After carefully reading the DECLARATION AND RELEASE OF LIABILITY, I
_____ (name) agree to all of the foregoing terms and conditions.

I am a duly authorized representative with authority to bind the Entrant and my signature
below evidences my agreement based upon personal knowledge.

On behalf of Entrant _____ (if applicable):

Signature

Date

Printed or Typed Name